

Lib

RECEIVED

203-009857-006
AMENDED AGREEMENT

'97 NOV 28

FLORIDA-CARIBBEAN CRUISE ASSOCIATION

FEDERAL MARITIME
COMMISSION
OFFICE OF THE SECRETARY

Agreement Number Assigned by
Federal Maritime Commission
No. 203-009857-006

This is a cooperative working Agreement.

The Agreement was last republished in May, 1991.



There is no currently effective expiration date of the Agreement.

October 1997

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - Full Name of the Agreement.....	2
ARTICLE 2 - Purpose of the Agreement.....	2
ARTICLE 3 - Parties to the Agreement.....	3
ARTICLE 4 - Geographic Scope of the Agreement.....	3
ARTICLE 5 - Overview of Agreement Authority	3
ARTICLE 6 - Officials of the Agreement and Delegations of Authority.....	5
ARTICLE 7 - Membership, Withdrawal, Readmission and Expulsion.....	8
ARTICLE 8 - Voting.....	13
ARTICLE 9 - Duration and Termination of the Agreement	13
APPENDIX A - Current Parties.....	Appendix A - Page 1



ARTICLE 1

Full Name of the Agreement

The name of this Agreement shall be Agreement - Florida-Caribbean Cruise Association. Passenger vessel operators are parties to this Agreement and the Florida-Caribbean Cruise Association is headquartered at Miami, Florida, U.S.A.

ARTICLE 2

Purpose of the Agreement

The Association shall have as its purpose the general promotion and fostering of passenger vessel travel within its area of jurisdiction. This general purpose may be accomplished through (1) meetings among the Member Lines; (2) exchange of information and views between Member Lines; and (3) meetings, seminars, informal discussions, or other means with organizations, institutions and persons involved in developing ocean passenger travel. The nature of such meetings and other activities and described further in Articles 5 and 6 (b) (2) hereof.



ARTICLE 3

Parties to the Agreement

The names and addresses of the current members of the Association are set forth in a second revised page no. 1 of Appendix A, annexed hereto and made a part hereof for all purposes.

ARTICLE 4

Geographic Scope of the Agreement

This Agreement covers all voyages which: (1) are performed by vessels having fifty (50) or more passenger berths owned or operated by the Member Lines; and (2) embark and/or disembark passengers at ports in the U.S. and its territories and the Caribbean and operate to ports in the Caribbean Sea, the Bahamas, Canada, Mexico, Central America or South America.

ARTICLE 5

Overview of Agreement Authority

A. Exchange of Information

The Member Lines may exchange views and information concerning rates, traffic, operations, costs, advertising and marketing, legal questions, proposed legislation, and establishment and maintenance of credit system.



The Managing Committee may direct the President to undertake independent research and prepare and distribute to the Member Lines regular or special reports based upon information collected from the Lines or from other sources. Such reports may be distributed to other persons at the discretion of the Managing Committee. Every Line which supplies such information at the request of the Managing Committee shall receive such reports.

B. Discussions

The Managing Committee may use such information in discussions to determine whether to agree to take joint action upon rates, commissions and other matters related to passenger ship operations; provided, however, that no joint action concerning rates or other matters governed by the Shipping Act of 1984, shall be taken prior to the effectiveness of an appropriate filing with or application to the Federal Maritime Commission pursuant to said Act.

C. Advertising Ethics

All Member Lines agree to conduct their business in accordance with high ethical standards. All advertising by Member Lines shall be limited to statements of fact, shall conform to truth and good taste, shall avoid any appearance of being misleading, and shall not make use of superlatives that are debatable.



ARTICLE 6

Officials of the Agreement and Delegations of Authority

A. President

There shall be a President who shall be independent of any of the Lines and appointed or dismissed by vote of the Managing Committee as outlined in Article 8. The President shall be the authorized representative of each of the Member Lines to receive all notices and communications pertaining to this Agreement. The President's duties shall be:

- (1) To file this Agreement and agreement modifications with the Federal Maritime Commission and to submit associated supporting materials; to act as designated United States representative of this Agreement as required by Chapter IV of Title 46 of the Code of Federal Regulations and otherwise to execute and control the fulfillment of the Agreement.
- (2) To prepare or cause to be prepared such special studies or reports as the Managing Committee may direct.
- (3) To supervise and coordinate efforts of Legislative Counsel.
- (4) To receive, record and communicate statistical statements to all concerned.
- (5) To see that all necessary information, including circulars, communications and minutes of meetings are dispatched simultaneously to all concerned.
- (6) To call the meetings of the Association and to keep the minutes of the meetings.
- (7) To delegate any or all of the foregoing duties to counsel or a Secretary appointed with the advice and consent of the Managing Committee.



The President shall prepare a report of all meetings describing all matters within the scope of the Agreement which are discussed or taken up at any such meeting, and shall specify the action taken with respect to each such matter. For the purposes of this part, the term "meeting" shall include any meetings of the parties to the Agreement, including meetings of their agents, chief executive officers, owners or committees of the parties authorized to take final action on behalf of the parties to this Agreement. The President shall, within thirty (30) days furnish the certified report of such meetings to the Federal Maritime Commission.

B. Committees

(1) Managing Committee. Each Member Line shall designate one (1) representative to act for the Member in matters pertaining to the Agreement and to attend meetings of the Managing Committee. Each Member Line shall have one vote. The Managing Committee shall have the authority to deal with all matters relating to the Association and to take action by vote as specified in Article 8 of this Agreement.

(2) Executive Committee. The Managing Committee shall elect a minimum of three (3) and a maximum of six (6) of their members to serve as an Executive Committee. The Executive Committee shall have a Chairman and a Vice-Chairman appointed by the Managing Committee. The Chairman, Vice-Chairman and other member(s) of the Committee shall serve two-year terms, effective from the date of this agreement to January 1, 1993 in the first instance. The responsibilities of the Committee shall include:



(b) Items for discussion at regular meetings, i.e., meetings held at stated periods, shall be circulated in time to be received by the Member Lines at least five (5) working days before the meeting.

ARTICLE 7

Membership, Withdrawal, Readmission and Expulsion

A. Membership

(1) Member Line. A "Member Line" is a line which meets the eligibility requirements established in Article 7 A(2) and whose application for admission has been accepted in accordance with Article 7 A(3) below. A Member Line shall have voting and participation rights on all committees of the Association.

(2) Eligibility. Evidence that the Federal Maritime Commission has issued the applicant a certificate of financial responsibility covering performance of voyages within the jurisdiction of this Agreement shall be a prerequisite to achieving status as a Member Line in the Association. Any passenger ship operator which, within a period of twelve (12) months from the date of application for membership, operates or furnishes evidence it will operate within the jurisdiction of this Agreement and which evidences an intention to abide by this Agreement, may become a Member Line party to this Agreement by unanimous approval of the Managing Committee.



RECEIVED
97 DEC 29 P2:20
FED. MARITIME COMM.
BURMAN
TRADE MARK

(3) Admission. Each application shall be acted upon promptly subsequent to receipt of such information as may be required by the Association to be satisfied with the applicant's ability and intention to abide by the Agreement. No admission to the Association shall become effective until prompt advice, by the filing of an amendment to Appendix A of Article 3 showing the name, address and date of admission (subject to such filings) of the new number, has been furnished to the Federal Maritime Commission. If membership is denied an applicant, prompt advice of such denial, together with the full statement of the reason(s) therefore shall be furnished by the Chairman to the Federal Maritime Commission.

(4) Expulsion. No Member Line may be expelled against its will from the Association except for failure to continue to meet the eligibility requirements set forth in Article 7(3) above, or for failure to abide by any of the terms and conditions of this Agreement. Expulsion of a member from the Association shall require a vote of at least three-quarters of the Managing Committee. The individual line whose expulsion is under consideration shall be ineligible to vote on this matter and shall not be counted in determining a quorum of three-quarters of the Managing Committee. In the event of such expulsion, a full statement of the reason(s) therefore



RECEIVED
97 DEC 29 P2:21
FED. MARITIME COMM
BUREAU OF
TRADE AND
MARITIME

shall be submitted to the line expelled and a copy thereof attached to the Association's minutes or other appropriate record effectuating the expulsion, and prompt advice thereof shall be furnished to the Federal Maritime Commission by the filing of an amendment to Appendix A to Article 3, showing the name, address and date of expulsion (subject to such filing) of the expelled member.

B. Withdrawal from Membership

(1) Period of Notice. A Member Line may at any time terminate its membership by giving eight (8) weeks notice by registered or certified letter to the President, if a line, after having given notice of withdrawal, desires either to cancel such notice or to postpone the date on which it is to become effective, then such withdrawal notice may be canceled, or with the consent of the Managing Committee, the effective date thereof may be extended. During the period of notice, the line withdrawing its membership shall remain bound by all provisions of this Agreement applicable to such membership and its withdrawal shall not prejudice any accrued obligation. Prompt advice thereof shall be given to the Federal Maritime Commission by the filing of an amendment to Appendix A to Article III showing the name, address and date (subject to such filing) of the member withdrawing.



(2) Discontinuance of service. If a Member Line ceases to exist, the effective date for determination of membership shall be the last day of the month following that in which such line carried passengers; provided, that if a line serves notice that it has discontinued or intends to discontinue the transportation of passengers to or from ports which come within the jurisdiction of this Agreement and the embarkation of passengers from the State of Florida, the effective date for termination of membership shall be the last day of the month following that in which such line last carried passengers or embarked passengers from Florida, or served such notice, whichever is the later.

C. Readmission

Any Member Line which voluntarily withdraws from membership in the Association may qualify for readmission by reaffirming its intent to abide by the terms of this Agreement.

D. Responsibility for Maintenance

(1) Original. Provisions with regard to the original responsibility for maintenance of the Association are hereby deleted. Effective with the filing of this Amended Agreement with the Commission, maintenance of the Association shall be as follows:

(a) There shall be an administrative fee which will be apportioned on an equal basis to each Member Line annually by the Managing Committee.



(b) There shall be a legislative fee which shall be apportioned among the Member Lines on a per berth basis. Such fee shall be determined, from time to time, by the Managing Committee.

(2) Reapportionment. The cost of the operation and maintenance of the Association may be reapportioned by vote of the Managing Committee.

(3) Admissions. Subsequent to the effective date of the maintenance provision set forth above, all Lines which become a party or be readmitted thereto shall pay to the Association their apportioned cost of the operation and maintenance of the Association, as determined in accordance with Article 7D above.

E. Withdrawals

(a) In case a Member Line ceases to exist, or is no longer eligible for membership in the Association, or withdraws from the Association, the financial responsibility of that line shall continue for all appropriate Association's expenses under this Agreement contracted for after the date when the termination of Membership becomes effective.

(b) In no event shall a Line terminating its Membership in the Association during a given fiscal year be entitled to refund of any part of the amount apportioned to, and paid by, said Line to cover the cost of operation and maintenance of the Association for the fiscal year involved.



ARTICLE 8

Voting

A quorum shall consist of the representatives of a majority of the Member Lines. For the purposes of obtaining a quorum at any meeting, only representatives actually attending the meeting shall be counted. All decisions must be taken by a vote of at least three-quarters of the Managing Committee. Any Member Line unable to be present at a meeting shall advise the President accordingly prior to the meeting and designate another Member Line to act as its representative at such meeting with power to vote in its behalf.

A resigning Line shall not, after serving notice of intention to withdraw, have any vote on any matter which is to become effective subsequent to the date of resignation.

ARTICLE 9

Duration and Termination of the Agreement

This Agreement contains no specific provision dealing with its duration and termination. Accordingly, this Agreement continues until terminated by Amendment. This Agreement may be amended by vote of at least three-quarters of the Managing Committee. Amendments may not be carried out prior to complying with applicable law, including, without limitation, making any necessary filings with the Federal Maritime Commission pursuant to the Shipping Act of 1984.



IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be
pursuant to 46 CFR 572.402.

CAPE CANAVERAL CRUISE LINE

By: 
Bruce R. Burner

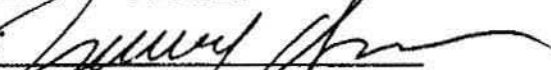
NORWEGIAN CRUISE LINE

By: 
Hans Goltens

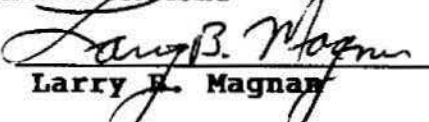
CARNIVAL CRUISE LINES

By: 
Micky Arison


CELEBRITY CRUISES

By: 
Richard Sasso

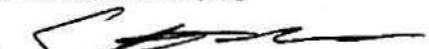
PREMIER CRUISES

By: 
Larry B. Magnan

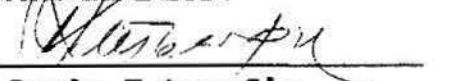
COSTA CRUISE LINES

By: 
Dino Schibuola

PRINCESS CRUISES

By: 
Stephen A. Nielsen

CUNARD LINE LTD.

By: 
Paris Katsoufis

REGAL CRUISES

By: 
Peter Arevalo

DISNEY CRUISE LINE

By: 
Arthur A. Rodney

ROYAL CARIBBEAN INTERNATIONAL

By: 
John P. Fox

HOLLAND AMERICA LINE

By: 
A. Kirk Lanterman



APPENDIX A
(REVISED)

The following are the current parties to the foregoing Agreement.

MEMBER LINES

Carnival Cruise Lines
3655 N.W. 87th Avenue
Miami, FL 33178

Celebrity Cruises
5201 Blue Lagoon Drive
Miami, FL 33126

Costa Cruise Lines
Venture Corporate Center II
200 South Park Road, Suite 200
Hollywood, FL 33021-8541

Cunard Line Ltd.
555 Fifth Avenue
New York, NY 10017

Disney Cruise Line
210 Celebration Place, Suite 400
Celebration, FL 34747-4600

Holland America Line
300 Elliott Avenue West
Seattle, WA 98119

Norwegian Cruise Line
7665 Corporate Center Drive
Miami, FL 33126

Princess Cruises
24305 Town Center Drive
Santa Clarita, CA 91355

Regal Cruises
300 Regal Cruises Way
Palmetto, FL 34221

Royal Caribbean International
1050 Caribbean Way
Miami, FL 33132

Seabourn Cruise Line
6100 Blue Lagoon Drive, Suite 400
Miami, FL 33126

Sun Cruises
Parkway Four, Parkway Business Centre
300 Princess Road
Manchester, England M14 7QU

Topaz International Cruises
1015 North America Way, Suite 128
Miami, FL 33132



- to guide the President in carrying out the directives of the Managing Committee;
- to act on behalf of the Managing Committee in matters requiring the immediate attention of the Association;
- to discuss legislative issues and present policy recommendations to the Managing Committee;
- to guide the Legislative Counsel in promoting the policies of the Association;
- to notify Managing Committee members of all meetings called to discuss legislative issues.
- to conduct other activities as the Managing Committee might require.

(3) Other Committees. Other Committees may be established by vote of the Managing Committee to deal with specific matters or class of matters. The duties and procedures concerning the activities of any "other Committee" shall be prescribed by the Managing Committee. The finding of Committees other than the Managing Committee shall be advisory only, unless otherwise authorized by the Managing Committee.

(4) Meetings

(a) Meetings of the Managing Committee shall be held at least semi-annually at Miami, Florida, or at such other place as may be agreed upon by the Managing Committee and special meetings may be called by three quarters telephonic vote.



